



BIDDER: _____

BID NAME: SUGAR GROVE CAMPUS ANNUAL MULCHING SERVICES
BID NUMBER: 02-23-001
BIDS DUE: February 24, 2023 at 1:00 p.m.

RETURN BIDS TO: Purchasing
Waubonsee Community College
45783 State Route 47
Dickson Center, Room 228
Sugar Grove, IL 60554-9903

Responses to this IFB shall be submitted in a sealed envelope to the address above. **Envelopes must be clearly identified with the name of the BID and Due Date/Time.** Proposals received after the date and time specified in this BID will not be considered.

Pages to be completed and included with proposal response:

- Authorization Form and Bid Total
- Certifications
- Conflict of Interest Disclosure and Non-Collusion Form
- State of Illinois Business Enterprise Program Information Form
- References
- Waubonsee's Business Enterprise Program Participation and Utilization Form

All correspondence or questions concerning this BID should be addressed to purchasing@waubonsee.edu. Answers will be provided by addendum.

Bidders may not contact any college employee to discuss this IFB.

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BID FORM

Project Name: **02-23-001 Mulch Services for Sugar Grove Campus**

Date: _____

Bidder's Company, Contact name, Title, Phone number and Email address of person to contact for questions regarding this Bid:

Addenda

The following Addenda have been received. The modifications to the Bid Documents noted therein have been considered and all costs thereto are included in the Bid Sum.

Addendum # _____

Offer

Having examined the site and having familiarized itself with the conditions affecting the cost of the work associated with the Waubensee Community College Annual Mulching Services for the Sugar Grove Campus, all labor, materials, necessary tools, expendable equipment and transportation services necessary to complete in a workmanlike manner as stated in accordance with the bidding documents for the following sums:

Bid Totals

SUGAR GROVE CAMPUS	One Year
TOTAL BASE BID	\$

INVITATION FOR BID (IFB)
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February 24, 2023 at 1:00 p.m.

Bid Form Authorization

I HEREBY AUTHORIZE THIS BID/PROPOSAL, ACKNOWLEDGING THAT I UNDERSTAND AND AGREE TO THE INSTRUCTIONS AND SPECIFICATIONS. I WARRANT THAT ALL INFORMATION PROVIDED IN THE SUBMITTED PROPOSAL IS TRUE AND ACCURATE. I FURTHER WARRANT THAT FAILURE TO HAVE READ ALL THE PROVISIONS OF THIS SOLICITATION SHALL NOT BE CAUSE TO ALTER ANY RESULTING CONTRACT OR REQUEST ADDITIONAL COMPENSATION. BY SIGNING THIS DOCUMENT, I CERTIFY THAT THE FIRM IS NOT BARRED FROM BIDDING IN THE STATE OF ILLINOIS OR AT THE FEDERAL LEVEL.

The Corporate Seal of:

(Bidder – please print the full name of your Proprietorship, Partnership, or Corporation)

Was hereunto affixed in the presence of:

(Authorized signing officer)

(Title)

(Seal)

If the bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

CERTIFICATIONS

All Bidders are required to complete and sign this form. Completed form must be returned with Bid no later than the advertised Bid deadline. Failure to return this completed form may result in disqualification.

Bidders are cautioned to carefully read these certifications prior to signing below. Signing this page shall constitute a warranty by the undersigned that all of the statements, certifications and information set forth within these certifications are true, complete and correct as of the date signed. The undersigned is notified that if the college learns that any of the following certifications were falsely made, any contract entered into with the undersigned shall be subject to termination.

1. Prevailing Wage Act. To the extent required by law, Contractor shall not pay less than the prevailing wage as established pursuant to an Act Regulating the Wages of Laborers, Mechanics, and Other Workman employed under Contract for Public Workers 820 ILCS 130/1 et seq. Our company certifies that it is eligible for bidding on public contracts and has complied with section 11a of the Prevailing Wage Act, 820 ILCS 130.01-12.
2. Human Rights Act. To the extent required by law, Contractor shall abide by the Illinois Human Rights Act, 775 ILCS 10/0.01 et seq.
3. Drug Free Workplace. To the extent required by law, Contractor shall abide with the requirements of the Drug Free Workplace Act 30 ILCS 580.1 et seq.
4. Sexual Harassment Policy. Contractor represents by the signing of this agreement that it has a written sexual harassment policy that is in accordance with 775 ILCS 5/2-105 (A) (4).
5. Non-debarment. By executing this agreement Contractor certifies that it has not been debarred from public contracts in the State of Illinois for violating either 33E-3 or 33E-4 of the Public Contracts Act, 720 ILCS 5/33E-1 et seq.
6. Fair Employment Practice: Company in compliance with all State and Federal laws regarding Fair Employment Practice as well as all rules and regulations.
7. Our company has an Equal Employment Opportunity and Affirmative Action Program which complies with Executive Order 11246, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, and the Rehabilitation Act of 1973.
8. Our company certifies that it is eligible for bidding on public contracts and is not in violation of either paragraph 33E-3 or 33-E-4 of Public Act 86-150, 720ILCS 5 with regards to bid rigging/bid rotating.
9. When required by law, the bidder and all bidder's subcontractors must participate in applicable apprenticeship and training programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training as required by Illinois Public Act 093-0642.

Authorized Signatory: _____ **Date:** _____

CONFLICT OF INTEREST DISCLOSURE AND NON-COLLUSION FORM

All Bidders are required to complete and sign this form. Completed form must be returned with Bid no later than the advertised Bid deadline Failure to return this completed form may result in disqualification of Bid.

Conflict of Interest Disclosure

Waubonsee Community College is requiring that any and all relationships with the college, its administrators, trustees, committee member, or any other employee of the college be disclosed in writing as a part of any bid submitted. Contact in regards to this Bid with any employee of Waubonsee Community College during the pre-award period, except as noted in the solicitation, is strictly forbidden and is considered sufficient grounds for dismissal from the IFB/RFP process.

Define the relationship with any Waubonsee Community College administrator, trustee, committee members, or their immediate family member, with which your company or any of its owners, officers, trustees, employees does business with, or for which there is an opportunity to influence a related college decision.

Bidder certifies that there is no known conflict of interest with any Waubonsee administrator, trustee, committee member or employee of the college.

Non-Collusion Statement

The undersigned affirms that he/she is duly authorized to execute this contract and that this company, corporation, firm, partnership or individual has not prepared this Bid in collusion with any other Bidder, and that the contents of this Bid as to prices, terms or conditions of said Bid have not been communicated by the undersigned, nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this Bid.

The undersigned further affirms that this Bid was prepared independently for this project and that it contains no fees or amounts other than for legitimate execution of this work as specified and that it includes no understandings or agreements in restraint of trade.

Firm Name: _____

By: _____
(Authorized Signatory)

_____ Title

STATE OF ILLINOIS BUSINESS ENTERPRISE FOR MINORITIES, FEMALES, AND PERSONS WITH DISABILITIES ACT INFORMATION

Vendor shall provide the following information on the MBE status of its business so that the College can comply with the Business Enterprise for Minorities (MBE), Females (WBE), Persons with Disabilities Act (DBE), or Veteran Owned Business (VOB), 30 ILCS 575/1, et seq.

Identify Business Certification Status (___ MBE ___ WBE ___ DBE ___ VOB)

- African American
- Alaskan Native/Native American
- Asian American
- Disabled
- Female
- Hispanic American
- Veteran
- Not Applicable

Small Business Certification

- HUBZone small business
- Service-disabled veteran-owned small business
- Small Business
- Small disadvantaged business
- Veteran-owned small business
- Women-owned small business
- Not Applicable

Certifying Organization

- DCMS (Department of Central Management Services) Business Enterprise Program
- CMBDC (Chicago Minority Business Development Council)
- IDOT (Illinois Department of Transportation)
- WBDC (Women's Business Development Center)
- Other (Please Specify)
- Not Applicable

For more information please visit:

<http://www.illinois.gov/cms/business/sell2/bep/Pages/Default.aspx>

REFERENCES OF SIMILAR WORK PERFORMED

Contact Name Phone

Company / Organization Name

Address

City State ZIP Code

Contact Name Phone

Company / Organization Name

Address

City State ZIP Code

Contact Name Phone

Company / Organization Name

Address

City State ZIP Code

COLLEGE OVERVIEW

Waubonsee Community College (Waubonsee, WCC), located forty-five miles west of Chicago, Illinois, has served more than 300,000 students since its inception. As one of 48 public community colleges in the Illinois Community College System, WAUBONSEE is governed by a board of trustees composed of seven community members elected from the district at large and a student trustee selected by the student body. WCC serves 22 municipalities, 12 public high school districts and nine private high schools in a five-county, 600-square-mile district. In order to proactively address student and community needs, Waubonsee has cultivated a learning-centered culture that values, and an infrastructure that advances, continuous quality improvement.

Campus Locations

Waubonsee Community College Sugar Grove, Rte. 47 at Waubonsee Drive, Sugar Grove, Illinois 60554

GENERAL REQUIREMENTS

Schedule

- | | |
|---------------------------------------|--|
| • Bid Publication Date | Monday, February 13, 2023 |
| • Last Day for Submittal of Questions | Tuesday, February 21, 2023 |
| • Last addendum posted | Wednesday, February 22, 2023 |
| • Bids Due | Friday, February 24, 2023 at 1:00 p.m. |
| • Recommendation of Award | Wednesday, March 15, 2023 |

Pre-Bid Meeting Information

There is no pre-bid meeting. We encourage all bidders to visit the campus.

Instructions

1. **All correspondence or questions concerning the IFB should be addressed to purchasing@waubonsee.edu.** All questions must be submitted in writing and will be responded to by addendum. Do not expect an immediate answer. Include your email address for any necessary communication.
2. Bid documents are available for download from the college's purchasing webpage at <https://www.waubonsee.edu/local-businesses-employers-and-vendors/bidrfprfi-opportunities>.
3. **Bid Submission:** Sealed Bids are due before 1:00 p.m. Friday, February 24, 2023. Bids will not be accepted after this time.
 - a. Bidders shall submit one (1) original and two (2) copies of their Bid including all pages noted on the cover page of this bid document.
 - b. All bids must be submitted in a sealed envelope **clearly identified with the name of the Bidder, Project Name and Due Date/Time** and delivered to:

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February 24, 2023 at 1:00 p.m.

Theresa Larson, Purchasing Manager
Waubonsee Community College
4S783 State Route 47, DKN 228
Sugar Grove, IL 60554

- c. Late Bids received after the date and time specified in this Bid will not be considered.
- 4. **Bid Opening:** Bids will be opened publicly and read aloud at 1:00 p.m. on Friday, February 24, 2023 at the college, Dickson Center, 2nd floor open area, 4S783 State Route 47, Sugar Grove, IL 60554.
- 5. **Bidding Procedures:**
 - a. No bid shall be modified, withdrawn, or cancelled for ninety (90) days after the bid opening date without the consent of the College Board of Trustees.
 - b. Bids may be withdrawn by written request from Bidder or his agent prior to the date and time established for opening of Bids.
 - i. If the Bid is not awarded within ninety (90) days after the opening of bids, a Bidder may file a written request with the Purchasing Manager on the withdrawal of their bid, and the Purchasing Manager will permit such withdrawal.
 - c. The price bid for each item is the full purchase price, including delivery to destination, rigging expenses, balancing provisions no matter what the cause for imbalance, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period. List all costs individually on a separate sheet.
 - d. Changes or corrections may be made in the bid documents after they have been issued and before bids are received. In such case, a written addendum describing the change or correction will be issued by the College to all bidders of record. Such addendum shall take precedence over that portion of the documents concerned and shall become part of the bid documents. Bids may be withdrawn by written request from Respondent or his agent prior to the due date and time.
 - e. Each bidder shall carefully examine all bid documents and all addenda thereto and shall thoroughly familiarize themselves with the detailed requirements thereof prior to submitting a proposal. Should a bidder find discrepancies or ambiguities in, or omissions from documents, or should they be in doubt as to their meaning, they shall, at once, and in any event, not later than four (4) days prior to bid due date, notify the college who will, if necessary, provide a written addendum to all Bidders. The college will not be responsible for any oral instructions. After bids are received, no allowance will be made for oversight by bidder.
 - f. Bidders are responsible for checking the college's purchasing webpage for updates to the IFB and will be required to acknowledge receipt of the addenda in the IFB response.
 - g. The bidder acknowledges the right of the College Board to reject any or all proposals and to waive informality or irregularity in any proposal received and to award each item

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to different bidders or all items to a single bidder. In addition, the bidder recognizes the right of the College Board to reject a proposal if the proposal is in any way incomplete or irregular. The College Board may also award, at its discretion, only certain items quoted on. The College Board also reserves the right to reject the proposal of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a Bidder when investigation shows that Bidder is not in a position to perform the contract..

6. **Bid Deposit:** A Bid Bond is NOT required for this project.
7. **Performance and Payment Bond:** A Performance and Payment Bond is NOT required for this project.
8. **Subcontracting:** All work for this contract is to be performed by the selected firms own staff. Subcontracting any portion of this project will not be allowed without written authorization from the college. Information on any subcontractors must be provided with this Bid.
9. **Prevailing Wage:** This is not a prevailing wage bid.
10. **Award of Bid:** The award of the contract will be made within ninety (90) days after the opening of BIDS to the lowest responsive and responsible bidder whose bid complies with all requirements prescribed herein.
 - a. The college reserves the right to award this project to one vendor or split the award based on the best interests of the college.
 - b. Bids may be withdrawn by written request from Bidder or his agent prior to the date and time established for opening of Bids.
11. **Payment Terms:** The college will issue a purchase order upon award by the college's Board of Trustees. Invoices will be paid monthly for work completed. The college's payment terms are net 30 days.
 - a. The college does not guarantee any dollar amount or how many times this contract may be utilized during the life of the contract.
12. **Tax Exemption:** Waubensee Community College is exempt from Federal, State, and Municipal taxes.
13. **Laws and Ordinances:** In execution of the work, the Contractor shall comply with applicable state and local laws, ordinances and regulations.
14. **Controlled Substances:** Use of tobacco products and other controlled substances is not permitted on Project site, within the building or on campus grounds. Tobacco products may be used within personal vehicles.
15. **Changes to Contract After Bid Award:** There shall be no deviations from any work without a written change order. All change orders must be approved prior to by the college's Project Manager as well as executed by the successful Contractor.
16. All work performed as a result of this Bid is subject to the college's Standard Terms and Conditions incorporated and made part of this agreement. No work shall be performed prior to the issuance of a Waubensee Community College purchase order with authorized signatures. All work must be approved in writing and in advance. Contractor(s) shall comply with all procedural instructions issued by the Campus Safety and Operations Department.
 - a. Terms and Conditions may be requested by email to purchasing@waubensee.edu.

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17. **Insurance:** Contractors selected through this process must provide the college with a certificate of insurance meeting the college's requirements (Appendix C). If the coverage period shown on the Contractor's current certificate of insurance ends during the duration of the project, the Vendor must, prior to the end of the coverage period, file a new certificate of coverage with Waubonsee showing that coverage has been extended.
18. **Business Enterprise Program (BEP) (See Appendix B):**
Business Enterprise Program Participation and Utilization Plan
Waubonsee Community College will make every effort to use and/or contract with small, minority-owned, and/or women-owned businesses in the procurement process. This solicitation contains a goal to include businesses owned and controlled by minorities, females, and persons with disabilities in the college's procurement and contracting processes in accordance with the State of Illinois' Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575). Because these goals vary by business ownership status and category of procurement, we urge interested businesses to visit the State of Illinois Commission on Equity and Inclusion (CEI), Business Enterprise Program (BEP) web site to obtain additional details. To qualify, prime vendors or subcontractors must be certified as BEP vendors prior to contract award. Go to <https://cei.illinois.gov/business-enterprise-program/get-certified.html> for complete requirements for BEP certification. For applicable projects, vendors may be asked to submit a utilization plan and letter of intent that meets or exceeds the identified goal. If a vendor cannot meet the goal, documentation and explanation of good faith efforts to meet the specified goal may be required within the utilization plan.
19. **FOIA:** All bid responses will become the property of Waubonsee Community College. All materials received or created by the college are considered **public records** and subject to disclosure to third parties in accordance with the Freedom of Information Act (FOIA). These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other information submitted by a vendor to the college.
- a. If the Respondent requests that the college withhold their trade secrets, commercial information or financial information from disclosure to a third party in response to a FOIA request, the Respondent must include in its submittal:
 - i. A written notification specifically identifying such information
 - ii. A statement that disclosure of such information will cause competitive harm to the Respondent
 - b. Any content not so marked by the Respondent at the time of submittal will be presumed to be open to public inspection

SCOPE OF WORK

Summary

Waubonsee Community College seeks sealed bids to contract for Sugar Grove annual Mulching services. Contract will be for one year. Services will be on the Sugar Grove Campus only.

General

1. The following specifications are for the 2023 season.
2. This is not a prevailing wage bid.
3. Bidder is responsible to furnish all tools, material, equipment and labor to complete the scope unless otherwise noted.
4. It is the Bidder's responsibility to examine the campus and field verify conditions under which the work is to be done. No allowance will be made for extra expense on the account of error.
5. All work shall be completed in a workmanlike manner consistent with customary industry practices.
6. All work will be performed by trained professional and competent personnel.
7. Contractor will comply with all federal, state and local governmental laws, regulations, codes and ordinances.
8. Contractor will submit a separate, detailed invoice. Invoices will identify the college's purchase order number. Payment is made on a monthly basis.

SUGAR GROVE CAMPUS (map attached)

Rt. 47 & Waubonsee Dr., Sugar Grove, IL 60554

Mulch

1. All highlighted areas (see maps) are to be edged, cultivated and mulched where applicable.
2. Double ground, dark brown, hardwood mulch is to be provided and applied by contractor to all landscape beds and tree rings containing perennials and trees. See attached *Mulch Application Guidelines*.
3. All mulching services will be completed prior to May 5, 2023. **Note: Graduation is scheduled to be held at the Sugar Grove Campus in May 2023.**

Protection

1. Extreme care shall be taken by Contractor to safeguard all existing facilities, site amenities, utilities, irrigation systems, windows, and vehicles on or around the job site. Damage done to public and/or private property by the Contractor, shall be the responsibility of the Contractor and shall be repaired and/or replaced by Contractor at no additional cost to the college.
2. The Contractor shall use all means to protect existing objects, structures and vegetation. In the event of damage, the Contractor shall immediately make all repairs, replacements and dressings to damaged materials, to the approval of the college, at no additional cost to the college.

Waste and Disposal

1. Contractor shall be responsible for all cleaning required for work under the Contractor's jurisdiction as well as for keeping all work areas, passageways, ramps, stairs and all other areas of the premises free of accumulation of surplus materials, rubbish, debris and scrap which may be caused by the Contractor's operations.
2. Remove rubbish, debris and scrap promptly upon its accumulation and in no event later than the end of each workday. Contractor is responsible for the management and removal of waste materials, including hazardous materials, to be disposed of in accordance with all applicable laws, regulations, codes, rules, and standards.
3. Burning of rubbish or debris is not allowed at the site. Rubbish, debris and scrap is not to be thrown through any window or other opening, or dropped from any great height; it shall be conducted to the ground, to waiting truck(s) or removable container(s) by means of approved chutes or other means of controlled conveyance.
4. Spillages of oil, grease or other liquids that could cause a slippery or otherwise hazardous situation or stain a finished surface shall be cleaned up immediately.
5. If rubbish and debris is not removed, or if surfaces are not cleaned as specified above, the college reserves the right to have said work done by others and the related cost(s) will be deducted from monies due the Contractor.

Campus Maps

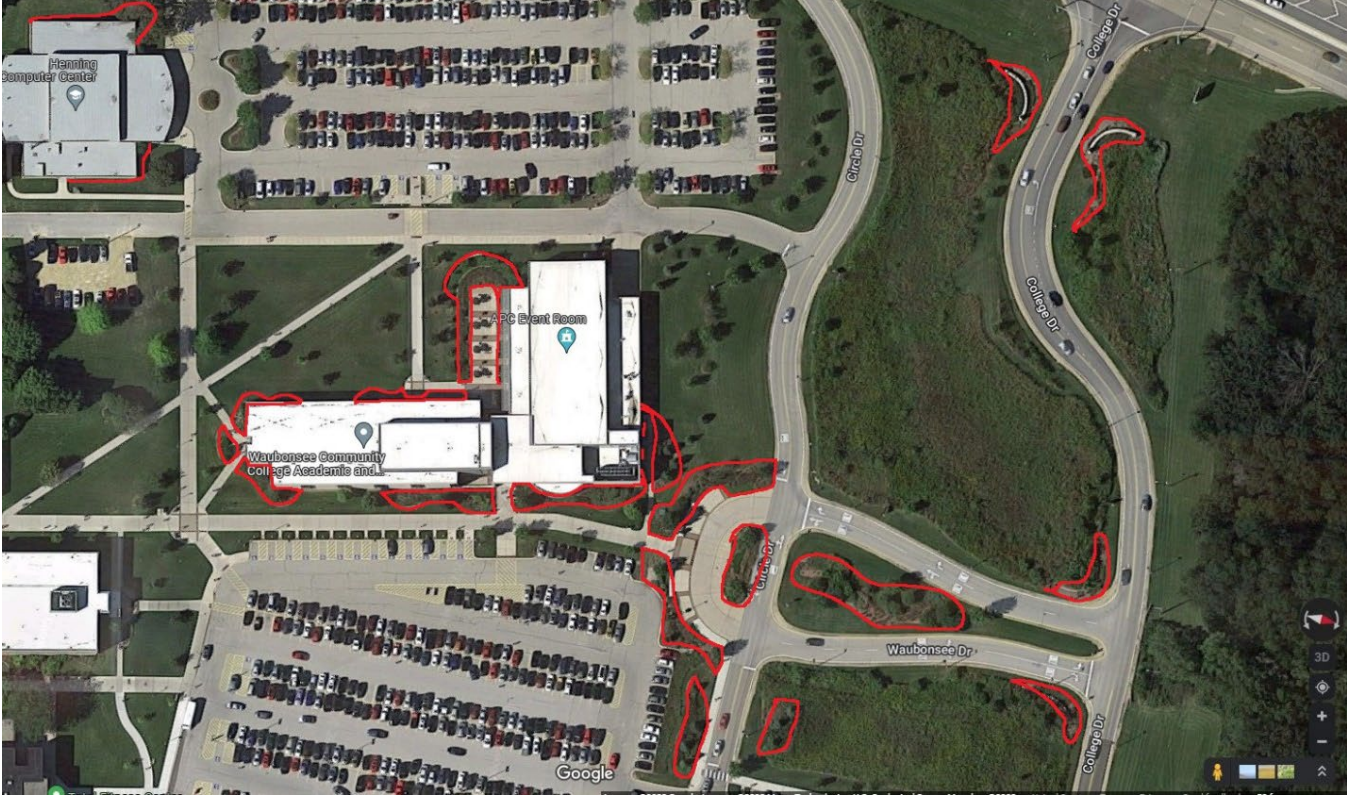
SUGAR GROVE CAMPUS:

1. Academic Professional Center, Henning Computer Center, & North Entrance
2. Dickson Center, Bodie Hall, Von Ohlen Hall, Building A, Ceramics, & Student Center
3. Field House, Erickson Hall, Science Building, Auditorium, Collins Hall, Weigel Hall, & Akerlow Hall
4. South Entrance

All pictures / maps outlining areas to be covered in this bid begin on the following pages.

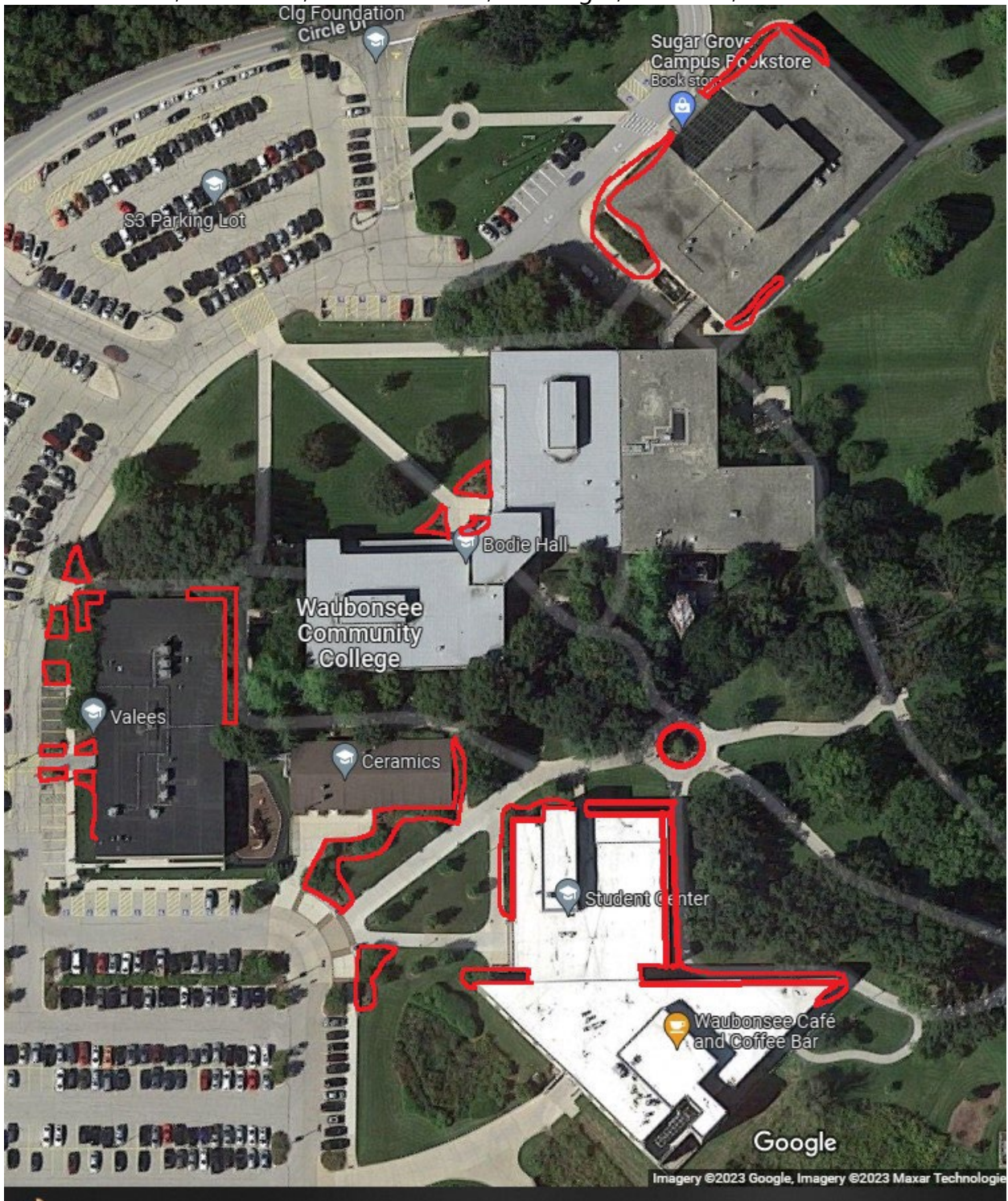
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Academic Professional Center, Henning Computer Center, & North Entrance



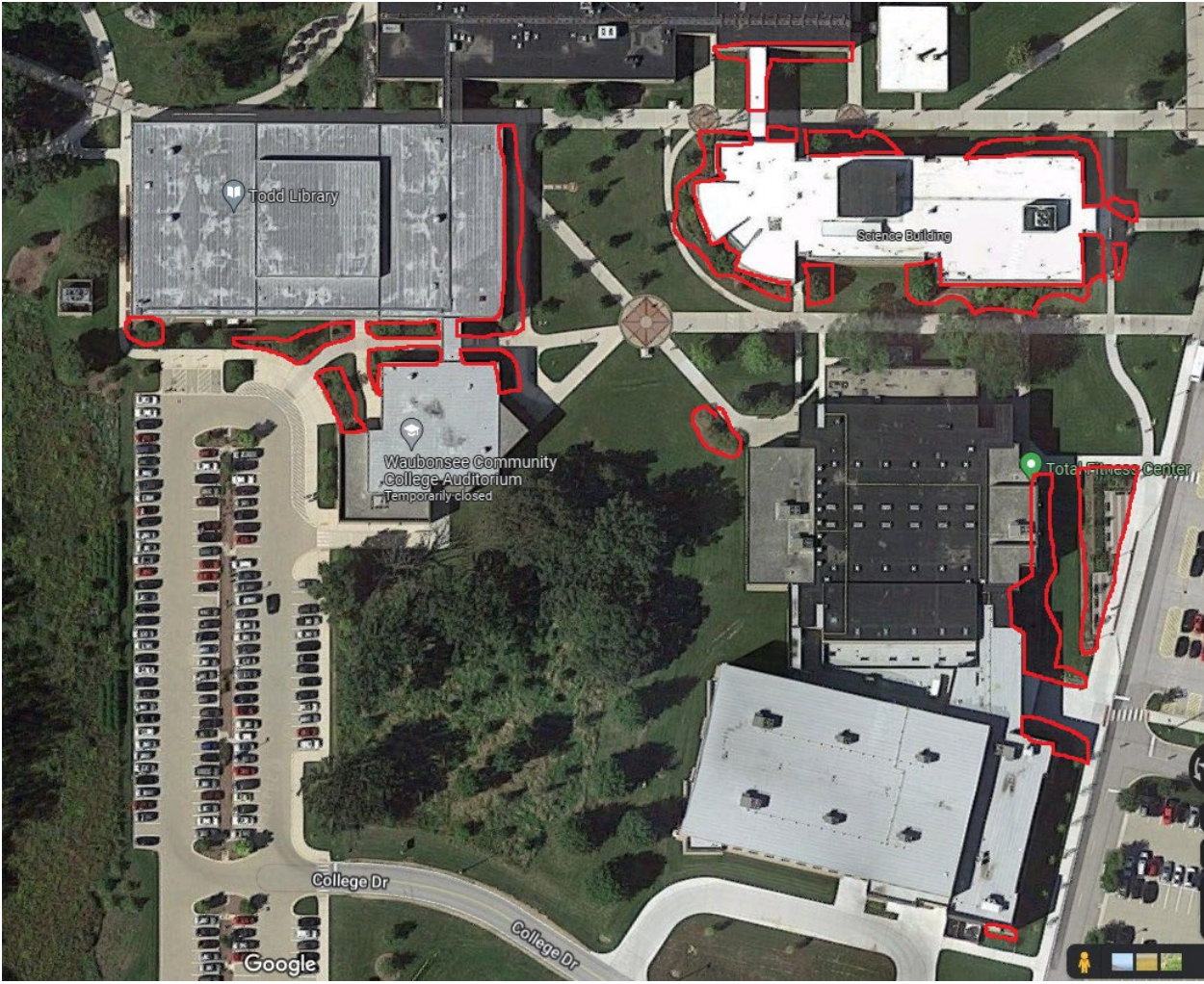
INVITATION FOR BID (IFB)
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Dickson Center, Bodie Hall, Von Ohlen Hall, Building A, Ceramics, & Student Center



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Field House, Erickson Hall, Science Building, Auditorium, Collins Hall, Weigel Hall, & Akerlow Hall



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South Entrance



Mulch Application Guidelines

Mulch Application Guidelines

Mulches provide many benefits for trees and shrubs. They moderate soil temperatures, reduce soil moisture loss, reduce soil compaction, provide nutrients, improve soil structure, keep mowers and string trimmers away from the trunk. These benefits result in more root growth and healthier plants. When applying mulch the following guidelines should be observed:

1. The best mulch materials are wood chips, bark nuggets, composted leaves or pine needles. Plastic, stone, sawdust, finely shredded bark, and grass clippings should be avoided. Do not use redwood or walnut mulch due to allelopathic effects.
2. Mulch should be applied from the dripline to the trunk (Figure 1). If this is not practical, minimum mulch circle radii should be 3 feet for small trees, 8 feet for medium trees and 12 feet for large trees.
3. When applying mulch it is not necessary to kill or remove existing ground cover. However, turf should be mowed very short and clippings removed prior to application. Mulch should be applied directly to the soil surface, do not use landscape fabric to separate the mulch from the soil.
4. Mulch layer should be 2-4 inches thick depending on tree species and mulch (Figure 2).
5. Additional mulch should be added to maintain a 2-4 inch depth.
6. Mulch should not be placed against the trunk (Figure 2). Mulch will retain too much moisture against the trunk, potentially resulting in disease problems.

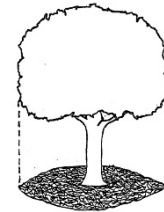


Figure 1. Mulch should be applied from the trunk to the dripline.



Figure 2. Mulch layer should be 2-4 inches thick and not be against the trunk.

Appendix A: INSURANCE AND INDEMNITY REQUIREMENTS

1. **SAFETY:** The Contractor, its agents, employees, material men and its Subcontractors will perform all work on the project in a safe and responsible manner, and in compliance with all Federal, State and local safety requirements and standards.
2. **INDEMNIFICATION:** The work performed by the Contractor shall be at the risk of the Contractor exclusively. To the extent permitted by law, Contractor shall indemnify, defend, and hold harmless Owner, affiliated companies of Owner, their partners, joint venturers, representatives, members, designees, officers, directors, shareholders, employees, agents, successors, and assigns ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorney's fees and costs, and consultants' fees and costs) which arise in whole or in part or are in any way connected with the Work performed, Materials furnished, or Services provided under this Agreement by Sub-Contractor or its agents.
3. **INSURANCE:** The insurance required shall be written for the duration of the Contract in amounts not less than the following minimum limits or as required by law whichever is greater. The Insurer must give the college at least 30 days prior written notice of cancellation and termination of the firm's coverage thereunder. All subcontractors the firm hires must comply with the same requirements.
 - a. Comprehensive General Liability including Contractor's protective liability, Contractual liability, Completed Operations and Products liability. The latter shall be written for a period of one year from the date of acceptance by the Owner, to be renewed annually as long as the contract is in force. Minimum limits shall be as follows:
 - i. Not less than \$1 million dollars Each Occurrence, \$2 million Products/Completed Operations aggregate, \$1 million Personal and Advertising Injury limits, and \$2 million General Aggregate subject to a per project aggregate.
 - ii. **Firm shall provide Waubensee Community College with a Certificate of Insurance and endorsement naming Waubensee Community College District No. 516, its officers, agents, employees and assigns as Additional Insured thereunder on a primary and noncontributory basis.**
 - b. Workman's Compensation as required by all applicable laws including employer's liability in the amount of \$500,000.00 or as otherwise limited by law.
 - c. Comprehensive Business Automobile Liability including non-ownership and hired car coverage as well as owned vehicles. Minimum limits shall be as follows:
 - i. Written in the amount of not less than \$1 million each accident and covering any auto.
 - d. Umbrella Liability Insurance: Written in the amount of no less than \$2 million each accident.
4. **PROPERTY INSURANCE:** It is agreed that the Contractor shall purchase and maintain property insurance for its material left at the job site. Contractor waives all rights of subrogation against Owner for loss of, or damage to, Contractor's work, tools, machinery, equipment, materials or supplies.

Appendix B: BEP Participation and Utilization Form begins on next page.

**WAUBONSEE COMMUNITY COLLEGE
BUSINESS ENTERPRISE PROGRAM
MINORITIES, FEMALES, PERSONS WITH DISABILITY PARTICIPATION AND UTILIZATION PLAN**

The Business Enterprise Program Act for Minorities, Females and Persons with Disabilities (BEP) establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minorities (MBE), female (FBE, also referred to as WBE), or persons with disabilities (DBE) (collectively, BEP certified vendor(s)). 30 ILCS 575.

Contract Goal to be Achieved by Vendor: This solicitation includes a specific **BEP** participation goal of 20% of the total dollar amount awarded to MBEs and FBEs, based on the availability of BEP certified vendors to perform or provide the anticipated services and/or supplies required by this solicitation. At least 50% of that total dollar amount should be awarded to WBEs.

The BEP participation goal is applicable to all bids or offers. In addition to the other award criteria established for this solicitation, Waubonsee Community College (College) will award this contract to a Vendor that meets the goal or demonstrates good faith efforts to meet the goal. This goal is also applicable to change orders and allowances within the scope of work provided by the BEP certified vendor. If Vendor is a BEP certified vendor, the entire goal is met and no subcontracting with a BEP certified vendor is required; however, **Vendor must submit a Utilization Plan indicating that the goal will be met by self-performance.**

Following are guidelines for Vendor's completion of the Utilization Plan. **Please read the guidelines carefully.** A format for the Utilization Plan is included in this section. Vendor should include any additional information that will add clarity to Vendor's proposed utilization of certified BEP vendors to meet the targeted goal. The Utilization Plan must demonstrate that Vendor has either: (1) met the entire contract goal; or (2) made good faith efforts towards meeting the entire goal. Any submission of good faith efforts by Vendor shall be considered as a request for a full or partial waiver. At the time of bid or offer, Vendor, or Vendor's proposed Subcontractor, must be certified with CMS as a BEP certified vendor.

Failure to complete a Utilization Plan or provide good faith effort documentation shall render the bid or offer non-responsive or not responsible, and subject to rejection and/or disqualification in the College's sole discretion.

1. If applicable where there is more than one prime vendor, the Utilization Plan should include an executed Joint Venture Agreement specifying the terms and conditions of the relationship between the parties and their relationship and responsibilities to the contract. The Joint Venture Agreement must clearly evidence that the BEP certified vendor will be responsible for a clearly defined portion of the work and that its responsibilities, risks, profits and contributions of capital, and personnel are proportionate to its ownership percentage. It must include specific details related to the parties' contributions of capital, personnel, and equipment and share of the costs of insurance and other items; the scopes to be performed by the BEP certified vendor under its supervision; and the commitment of management, supervisory personnel, and operative personnel employed by the BEP certified vendor to be dedicated to the performance of the contract. Established Joint Venture Agreements will only be credited toward BEP goal achievements for specific work performed by the BEP certified vendor.

Each party to the Joint Venture Agreement must execute the bid or offer prior to submission of the bid or offer to the College.

2. An agreement between a vendor and a BEP certified vendor in which a BEP certified vendor promises not to provide subcontracting or pricing quotations to other vendors is prohibited. The College may request additional information to demonstrate compliance. Vendor agrees to cooperate promptly with the College in submitting to interviews, allowing entry to places of business, providing further documentation, and to soliciting the cooperation of a proposed BEP certified vendor. Failure to cooperate by Vendor and BEP certified vendor may render the bidder or offeror non-responsive or not responsible. **The contract will not be finally awarded to Vendor unless Vendor's BEP Utilization Plan is approved by the College.**
3. **BEP Certified Vendor Locator References:** Vendors may consult CMS' BEP Vendor Directory at www.sell2.illinois.gov/cms/business, as well as the directories of other certifying agencies, but firms **must be certified with CMS as BEP certified vendors at the time of bid or offer.**
4. **Vendor Assurance:** Vendor shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure by Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the College deems appropriate. This assurance must be included in each subcontract that Vendor signs with a subcontractor or supplier.
5. **Calculating BEP Certified Vendor Participation:** The Utilization Plan documents work anticipated to be performed, or goods/equipment provided by all BEP certified vendors and paid for upon satisfactory completion/delivery. Only the value of payments made for the work actually performed by BEP certified vendors is counted toward the contract goal. Applicable guidelines for counting payments attributable to contract goals are summarized below:
 - 5.1. The value of the work actually performed or goods/equipment provided by the BEP certified vendor shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the BEP certified vendor, including supplies purchased or equipment leased by the BEP certified vendor shall be counted, except supplies purchased and equipment rented from the Prime Vendor submitting this bid or offer.
 - 5.2. A vendor shall count the portion of the total dollar value of the BEP contract equal to the distinct, clearly defined portion of the work of the contract that the BEP certified vendor performs toward the goal. A vendor shall also count the dollar value of work subcontracted to other BEP certified vendor. Work performed by the non- BEP certified party shall not be counted toward the goal. Work that a BEP certified vendor subcontracts to a non-BEP certified vendor will not count towards the goal.
 - 5.3. A Vendor shall count toward the goal 100% of its expenditures for materials and supplies required under the contract and obtained from a BEP certified vendor manufacturer, regular dealer, or supplier. A Vendor shall count toward the goal the

following expenditures to BEP certified vendors that are not manufacturers, regular dealers, or suppliers:

- 5.3.1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by the College to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- 5.3.2. The fees charged for delivery of materials and supplies required by the contract (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer or a supplier of the materials and supplies being procured, provided that the fee is determined by the College to be reasonable and not excessive as compared with fees customarily allowed for similar services. The BEP certified vendor's trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible on the contract, and must itself own and operate at least one fully licensed, insured and operational truck used on the contract.
- 5.3.3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the College to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- 5.4. BEP certified vendors who are performing on contract as second tier subcontractors may be counted in meeting the established BEP goal for this contract as long as the Prime Vendor can provide documentation indicating the utilization of these vendors.
- 5.5. A Vendor shall count towards the goal only expenditures to firms that perform a commercially useful function in the work of the contract.
 - 5.5.1. A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. The BEP certified vendor must also be responsible, with respect to materials or supplies used on the contract, for negotiating price, determining quality and quantity, ordering the materials or supplies, and installing the materials (where applicable) and paying for the material or supplies. To determine whether a firm is performing a commercially useful function, the College shall evaluate the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.

- 5.5.2. A BEP certified vendor does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed through in order to obtain BEP certified vendor participation. In determining whether a BEP certified vendor is such an extra participant, the College shall examine similar transactions, particularly those in which BEP certified vendors do not participate, and industry practices.
- 5.6. A Vendor shall not count towards the goal expenditures that are not direct, necessary and related to the work of the contract. Only the amount of services or goods that are directly attributable to the performance of the contract shall be counted. Ineligible expenditures include general office overhead or other Vendor support activities.
6. **Good Faith Effort Procedures:** Vendor must submit a Utilization Plans, subcontract documents, and/or Letters of Intent that meet or exceed the published goal. If Vendor cannot meet the stated goal, Vendor must document and explain within the Utilization Plan the good faith efforts it undertook to meet the goal. Utilization Plans are due at the time of, and must be enclosed and sealed with the bid or offer submission. Copies of subcontract documents and/or Letters of Intent shall be de upon request.
7. **Contract Compliance:** Compliance with this section is an essential part of the contract. The following administrative procedures and remedies govern Vendor's compliance with the contractual obligations established by the Utilization Plan. **After approval of the Plan and award of the contract, the Utilization Plan becomes part of the contract.** If Vendor did not succeed in obtaining BEP certified vendor participation to achieve the goal and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of BEP certified vendor work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the contract goal.
- 7.1. The Utilization Plan may not be amended after contract execution without the College's prior written approval.
- 7.2. **Vendor may not make changes to its contractual BEP certified vendor commitments or substitute BEP certified vendors without the prior written approval of the College.** Unauthorized changes or substitutions, including performing the work designated for a BEP certified vendor with Vendor's own forces, shall be a violation of the utilization plan and a breach of the contract, and shall be cause to terminate the contract, and/or seek other contract remedies or sanctions.
- 7.3. If it becomes necessary to substitute a BEP certified vendor or otherwise change the Utilization Plan, Vendor must notify the College in writing of the request to substitute a BEP certified vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. The College will approve or deny a request for substitution or other change in the Utilization Plan within five business days of receipt of the request.

- 7.4.** Where Vendor has established the basis for the substitution to the College's satisfaction, it must make good faith efforts to meet the contract goal by substituting a BEP certified vendor. Documentation of a replacement BEP certified vendor, or of good faith efforts to replace the BEP certified vendor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, Vendor may substitute with a non- BEP certified vendor or Vendor may perform the work.
- 7.5.** If a Vendor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Utilization Plan, Vendor must obtain the approval of the College to modify the Utilization Plan and must make good faith efforts to ensure that BEP certified vendors have a fair opportunity to submit a bid or offer on the new scope of work.
- 7.6.** A new BEP certified vendor agreement must be executed and submitted to the College within five business days of Vendor's receipt of the College's approval for the substitution or other change.
- 7.7.** Vendor shall maintain a record of all relevant data with respect to the utilization of BEP certified vendors, including but without limitation, payroll records, invoices, canceled checks and books of account for a period of at least three years after the completion of the contract. Full access to these records shall be granted by Vendor upon 48 hours written demand by the College to any duly authorized representative thereof, or to any municipal, state or federal authorities. The College shall have the right to obtain from Vendor any additional data reasonably related or necessary to verify any representations by Vendor. After the performance of the final item of work or delivery of material by the BEP certified vendor and final payment to the BEP certified vendor by Vendor, but not later than 30 calendar days after such payment, Vendor shall submit a statement confirming the final payment and the total payments made to the BEP certified vendor under the contract.
- 7.8.** The College will periodically review Vendor's compliance with these provisions and the terms of its contract. Without limitation, Vendor's failure to comply with these provisions or its contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status or eligibility of the BEP certified vendor, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the College to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.
- 7.9.** The College reserves the right to withhold payment to Vendor to enforce these provisions and Vendor's contractual commitments. Final payment shall not be made pursuant to the contract until Vendor submits sufficient documentation demonstrating compliance with its Utilization Plan.

APPENDIX B - UTILIZATION PLAN PART 1: COMMITMENT AND SIGNATURE

_____ (Vendor) submits the following Utilization Plan as part of our bid or offer in accordance with the requirements of the BEP Program Status and Participation section of the solicitation for Waubonsee Community College's _____ (Project Name).

We understand that all subcontractors must be certified with the CMS BEP Program at the time of submission of all bids and offers. **We understand that compliance with this section is an essential part of this contract and that the Utilization Plan will become a part of the contract, if awarded.**

Vendor submits the following statement:

- Vendor is a BEP certified firm and plans to fully meet the goal through self-performance.
- Vendor has identified BEP certified subcontractor(s) to fully meet the established goal and submits the attached executed Letter(s) of Intent; or
- Vendor has made good faith efforts towards meeting the entire goal, or a portion of the goal, and hereby requests a waiver (complete Demonstration of Good Faith Efforts checklist below).

Vendor's person responsible for compliance with this BEP goal (*please print clearly*):

Name: _____ Title: _____

Telephone: _____ Email: _____

Note: Letters of Intent template may be found on the State of Illinois website, <https://www2.illinois.gov/cpo/general/Documents/Letter%20of%20Intent%20Template%20v.14.1.pdf#search=letter%20of%20i%20ntent>

APPENDIX B - UTILIZATION PLAN PART II: PARTICIPATION AGREEMENT

Instructions: The Prime Vendor is required to submit a separate, signed and **fully completed Participation Agreement** from each Business Enterprise Program (BEP) minority-owned, woman-owned or disadvantaged certified vendor. **Once signed and submitted with the bid/offer, this Participation Agreement, along with the other Parts of this Utilization Plan, will become a mandated part of the contract, if awarded.** The Prime Vendor shall not prohibit or otherwise limit the BEP/VSB certified vendor(s) from providing subcontractor quotes to other potential bidders/offerors.

Project Name: _____ **Project/Solicitation Number:** _____

Name of Prime Vendor: _____

Address: _____

City, State and Zip: _____

Telephone: _____ Fax: _____ Email: _____

Vendor's Contact responsible for compliance with this Participation Agreement: _____

Name of BEP Certified Vendor: _____

Type of Certified Vendor: MBE WBE DBE

Address: _____

City, State and Zip: _____

Telephone: _____ Fax: _____ Email: _____

BEP Vendor's Contact responsible for compliance with this Participation Agreement:

Type of Agreement: Services Supplies Both Services and Supplies

(a) Proposed % of Contract to be performed by the BEP/VSB Certified Vendor _____%
NOTE: The Prime Vendor must indicate the percentage of the estimated contract award that will be subcontracted to the certified BEP/VSB Vendor.

(b) Anticipated start date of the Certified BEP Vendor: _____.

(c) This participation agreement shall have a term of _____ to _____, with a total period of _____ years and _____ months, including renewals, change orders or extensions to the underlying contract.

(d) Description of work to be performed or goods/equipment to be provided by the BEP certified vendor. All Participation Agreements shall be subject to college’s approval. Any changes involving or affecting the identified BEP certified vendor, scope(s) of work will not be permitted without notification to the college and BEP Compliance, in writing, and approval of the college. *(If more space is needed to fully describe BEP certified firm’s proposed scope of work and/or payment schedule, attach additional sheets.)*

THE UNDERSIGNED PARTIES FURTHER AGREE that once signed and submitted with the bid/offer, this Participation Agreement, along with the other Parts of this Utilization Plan, will become a material part of the contract, and the BEP certified vendor will perform the scope of work for the percentage as indicated above. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Vendor (Company Name and d/b/a):

_____/_____
Name (Signature) Date

Name (Print)

Title

Certified BEP (Company Name and d/b/a):

_____/_____
Name (Signature) Date

Name (Print)

Title

APPENDIX B: DEMONSTRATION OF GOOD FAITH EFFORTS TO ACHIEVE GOAL AND REQUEST FOR WAIVER

If the BEP participation goal was not achieved, Vendor must provide document evidence of good faith efforts to achieve the goal.

Below is a checklist of actions that will be used to evaluate a Vendor's Demonstration of Good Faith Efforts and Request for Waiver. **Please check the actions which you completed.** If any other efforts were made to obtain BEP participation in addition to the items listed below, attach a detailed description of such efforts. The College reserves the right to review and audit the results of the Vendor's efforts as described below.

- Utilize the Sell2Illinois website: www2.illinois.gov/cms/business to identify BEP certified vendors within the respective commodity/service codes denoted above and at a minimum email all listed vendors and solicit quotes from all vendors who express an interest via follow-up emails or telephone calls.
- Solicit through all reasonable and available means (e.g., attendance at a vendor conference, advertising and/or written notices) the interest of BEP certified vendors that have the capability to perform the work of the contract. Vendor must solicit this interest within sufficient time to allow the BEP certified vendors to respond to the solicitation. Vendor must determine with certainty if the BEP certified vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to submit a bid or proposal. Vendor must provide interested BEP certified vendors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding promptly to the solicitation.
- Select portions of the work to be performed by BEP certified vendors in order to increase the likelihood that the goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate BEP certified vendor participation, even when Vendor might otherwise prefer to perform these work items with its own forces.
- Make a portion of the work available to BEP certified vendors and selecting those portions of the work or material needs consistent with their availability, so as to facilitate BEP certified vendor participation.
- Negotiate in good faith with interested BEP certified vendors. Evidence of such negotiation must include the names, addresses, email addresses, and telephone numbers of BEP certified vendors that were considered; and an explanation as to why an agreement(s) could not be reached.
- Thoroughly investigate the capabilities of BEP certified vendors and not reject them as unqualified without documented reasons. The BEP certified vendor's memberships in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for the rejection or non-solicitation of bids and proposals in Vendor's efforts to meet the goal.
- Make efforts to assist interested BEP certified vendors in obtaining lines of credit or insurance as required by the College.
- Make efforts to assist interested BEP certified vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.

